

2007 236
 Recorded in the Above
 Deed of Trust Book & Page
 01-29-2007 02:45:58 PM
 James R. Pitcock
 PANOLA COUNTY, MS 1ST DIST

DEED OF TRUST

This Deed of Trust, this day made by the undersigned WILLIAM HOLYFIELD, hereinafter referred to as the Grantors (whether one or more), to and in favor of THOMAS S. SHULER, As Trustee, hereinafter referred to as the Trustee, for the benefit of WILLIAM B. WALLACE, hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of Twenty-five Thousand and No/100ths (\$25,000.00), together with interest thereon at the rate of five percent (5%) per annum, said principal and accrued interest due and payable on or before one year from date.

We reserve the right to pay all or any part of said principal sum at any time prior to maturity without penalty.

Any installment not paid within 10 days of the due date shall incur a late fee of \$40.00

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of 10.0 per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional amount of 25.0 per centum of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at or prior to maturity, and the faithful performance of the agreements hereinafter set forth:

Now, therefore, in consideration of the premises and sum of One Dollar (\$1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Trustee the following described land lying and being situated in the First Judicial District of Panola County, Mississippi, to-wit:

103912900000 0002600 LOT (130 X 167.5) PT NW ¼ SW ¼ DB B8/503 Deed Bk/Pg B8/00503 Sec. 29 Twp. 06 R. 07, being the same property as conveyed by deed from S & S Properties, LLC of record in Deed Book 2007, Page 106.

This Deed of Trust is also intended to secure any further amounts that may be advanced and not herein mentioned.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafter located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes,

Exhibit H

assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of ten per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

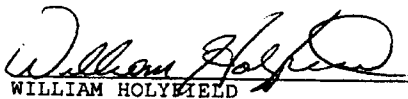
Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and, lastly, the balance, if any, shall be paid to the Grantors or their assigns.

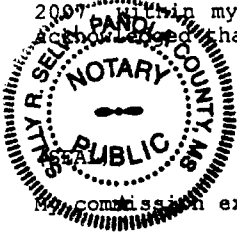
Witness the signatures of the Grantors on this the 26th day
January, 2007.


WILLIAM HOLYFIELD

STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the aforesaid county and state, on this the 26th day of January, 2007, within my jurisdiction, the within named WILLIAM HOLYFIELD, who acknowledged that he executed the foregoing instrument.



[Signature]
Notary Public

My commission expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 2010
BONDED TO THE STATE OF MISSISSIPPI

INDEXING INSTRUCTIONS: Pt NW ¼ SW ¼, 29-6-7

THIS INSTRUMENT PREPARED BY:

McClure & Shuler
Attorneys at Law
P. O. Box 246
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(662) 487-2835



PANOLA COUNTY, MS 1ST DIST
I certify this instrument was filed on
01-29-2007 02:45:58 PM
and recorded in Deed of Trust Book
2007 at pages 236 - 238
James R. Pitcock

May 9, 2007 p.c.